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admissions of liability to go in as some evidence of the non-legal facts upon which the conclusion, if correct, must necessarily be based, though not conclusive. *Detroit v. Beckman* (1876) 34 Mich. 125; cf. *Patton v. Frost-Johnson Co.* (1917, La.) 76 So. 580. So an admission of debt made not in the course of negotiations for compromise (if made at such time, it is excluded on grounds of public policy) is admissible. *Draper v. Horton* (1901) 22 R. I. 592, 48 Atl. 945; *Colburn v. Groton* (1889) 66 N. H. 151 28 Atl. 95; Chamberlayne, *Evidence*, § 1443. An admission of liability in civil proceedings would seem to be analogous to a confession in criminal law, both being admissions of legal liability—one to make compensation and the other to suffer punishment. The Maine court therefore rightly admitted the admission of liability. But it was inaccurate in stating that this was "a direct admission of facts essential to establish his legal liability." It was a direct admission of his legal liability, from which the jury could infer that the non-legal facts existed, which, combined with the rules of law, would give rise to the mixed conclusion of legal liability. On principle, such an admission should be admitted. The danger that the defendant may have been laboring under a misapprehension, either of fact or of law, is offset by the opportunity of explanation. Furthermore, the facts which the jury may thus infer are facts which the defendant very likely would not testify to directly. Accordingly, just as under the so-called "Opinion Rule" with respect to opinions of witnesses on the stand, the opinion as to his liability should be admitted as a distinct aid to the jury in determining facts which could not easily be otherwise placed before them.

W. W. G.

**FOREIGN CORPORATIONS—FAILURE TO QUALIFY—INDIVIDUAL LIABILITY OF OFFICERS AND DIRECTORS.**—A marine corporation did business in Illinois without having complied with the Illinois statutory requirements relating to foreign corporations. The plaintiff, who had had transactions with the corporation in the corporate name, sued the defendants—officers, agents and directors of the foreign corporation, some of whom had no direct connection with the transactions involved—claiming that they were individually liable. *Held*, that the defendants were individually liable. *Ryerson & Son v. Shaw* (1917) 277 Ill. 524, 115 N. E. 650. See COMMENTS, p. 248.

**INTERNATIONAL LAW—SOVEREIGN STATE AS PLAINTIFF—WAIVER OF IMMUNITY FROM INTERPLEADER OF THIRD PERSON BY DEFENDANT.**—The Kingdom of Roumania instituted suit against the Guaranty Trust Company to recover a certain fund. An individual, claiming part of the fund, brought suit against both Roumania and the Trust Company, the agent of the Roumanian Government. The Trust Company sought to have the individual interpleaded. *Held*, that where a foreign government voluntarily becomes a party to a suit by bringing an action, it waives its immunity from an interpleader of a third party, requested by the defendant. *Semble*, that where a sovereign state becomes a partner in a commercial enterprise, it loses to that extent its immunity from suit. *Kingdom of Roumania v. Guaranty Trust Co.* (1917, S. D. N. Y.) 244 Fed. Rep. 195.

A sovereign cannot be forced into court by suit. *De Haber v. Queen of Portugal* (1851) 17 Q. B. 171, 196. And this personal exemption of a sovereign from foreign jurisdiction is not lost by reason of his assuming a false name. *Mighell v. Sultan of Johore* (C. A.) [1894] 1 Q. B. 149. But if a sovereign sues, the defendant may counterclaim to the extent of defeating the claim, and may file a cross bill or take other proceedings in order that complete justice may be done, and a sovereign may also be named as defendant in order to

give him notice of a claim which the plaintiff makes to funds in the hands of a third person over whom the court has jurisdiction. See *Strousberg v. Republic of Costa Rica* (1880, C. A.) 44 L. T. Rep. N. S. 199. But a sovereign by bringing suit does not submit to a cross action, and another claim arising from a different and distinct matter may not be set up. *South African Republic v. La Compagnie Franco Belge* [1898] 1 Ch. 190. By statute in the United States, however, a defendant sued by the United States may set off any credit, whether arising out of the same transaction or another, which would defeat the claim of the United States in whole or in part. *United States v. Wilkins* (1821, U. S.) 6 Wheat. 135. The sovereign is immune, however, from an affirmative judgment in favor of the defendant. *People v. Dennison* (1881) 84 N. Y. 272; *United States v. Eckford* (1867, U. S.) 6 Wall. 484. In Germany where the defendant was given judgment on a counter claim, the property of the sovereign plaintiff in Germany was held not subject to execution. *Von Hellfeld v. Russia* (1910) 5 Am. Jour. of Int. Law 490. However, if a sovereign power commences proceedings, it must conform to the practice and regulations of the court, such as giving discovery, etc. *United States v. Prioleau* (1866, V. C.) 14 L. T. Rep. N. S. 700. The decision in the principal case, while raising a novel point, seems in line with established principles.

The proposition, also supported by the principal case, that where a foreign government becomes a partner in any trading company, it divests itself of its sovereign character and assumes that of a private person, is not free from doubt. It is approved in a dictum in *The Charkieh* (1873) L. R. 4 A. & E. 59, 99. Other dicta to the same effect are cited in an article by Nathan Wolfman, *Sovereigns as Defendants* (1910) 4 AM. JOUR. OF INT. LAW, 373. It has found some support in the decisions of certain continental courts, e. g., those of Belgium and Italy, where the distinction of administrative law between *acte de gouvernement* and *acte de gestion* is accepted. De Paepe, *Etude sur la Compétence Civile à l'égard des Etats Etrangers*, Brussels, 1894; C. F. Gabba in 15 *Clunet* (1888) 180-191, 16 *Clunet* (1889) 538-554 and 17 *Clunet* (1890) 27-41 and 51 *Giurisprudenza Italiana* (1888) 65-80. See criticism of the Italian decisions in two articles by Dionisio Anzilotti in 5 *Zeitschr. für Int. Privat u. Strafrecht* (1895), 24-37 and 138-147. But there is weighty authority to the effect that even in such case the courts will not proceed against the person or the property of a sovereign. *The Parlement Belge* (1880, C. A.) 5 P. D. 197, 216; *Mason v. Intercolonial Railway of Canada* (1908) 197 Mass. 349, 83 N. E. 876.

JUDGMENTS—BAR OF FORMER JUDGMENT—SUCCESSIVE ACTIONS FOR SEDUCTION AND BREACH OF PROMISE.—In an action for breach of promise the plaintiff alleged that the defendant promised to marry her, and later took advantage of such promise to seduce her, and that he failed to keep his promise. The defendant pleaded a judgment obtained against him by the plaintiff in a prior action for the seduction in which the breach of promise was also set forth in the complaint. *Held*, that the judgment in the first action barred the second, as both actions must be considered as resting on the same wrong for which recovery could not be had twice. *Rieger v. Abrams* (1917, Wash.) 167 Pac. 76.

A former judgment on the merits on the same cause of action, though under a different form of remedy, is generally a bar to a subsequent action. *Hodge v. Shaw* (1892) 85 Ia. 137, 52 N. W. 8. 2 *Black*, Judgments, sec. 725. But here the causes of action are not the same. They arose at different times, and the evidence necessary and sufficient to prove one would not prove the other. It is true that, by the majority view, if the first suit had been for breach of promise the plaintiff could have proved seduction to aggravate the damages. *Lanigan v. Neely* (1907) 4 Cal. App. 760, 89 Pac. 441; *Spelling v. Parks* (1900)